the word "business," following the above enumeration, did not forbid the use for charitable asylum. *Easterbrook* v. *Hebrew Ladies Orphan Society.* (Conn. 1912) 82 Atl. 561.

The rules adopted in this case are those generally used in the construction of restrictive covenants. The more common meaning of disputed words is to be taken as the true expression of the intent of the parties, unless special circumstances point otherwise. *McWilliams* v. *Martin,* 12 Serg & R. 269. *Hall* v. *Rand,* 8 Conn. 560; *Hawes* v *Smith,* 12 Me. 429. *Robertson* v. *French,* 4 East 135; *Trowbridge* v. *Dean,* 40 Mich. 687. 17 AM. AND ENG. LAW, Ed. 2 p. 11. The generally accepted definition of the word "business" is "the pursuit of an occupation or employment as a livelihood or source of profit." *Trustees of Columbia College* v. *Lynch,* 47 How. Pr. 273; *Beckler* v. *Guenther,* 121 Iowa 419, 96 N. W. 895. *Harris* v. *State,* 50 Ala. 127; *Goddard* v. *Chaffee,* 2 Allen 395; 5 AM. AND ENG. ENCY. ED. 2, p. 72. When a particular enumeration of words is followed by general terms or words, the latter are to be understood as limited in scope and application by the character and quality of the former *City of St. Joseph* v. *Porter,* 29 Mo. App. 605; *White* v. *Ivey,* 34 Ga. 186; *Rich* v. *Lord,* 18 Pick 322; *State* v. *Pemberton,* 30 Mo. 376; *Jackson ex dem Rosevelt* v. *Stackhouse,* 1 Cow. 122. *Hickey* v. *Taaffe,* 99 N. Y. 204. *Pardee's Appeal,* 100 Pa. 408, 17 Am. and Eng. ENCY. LAW, ED. 2, p. 6. Furthermore, since a restrictive covenant is in derogation of a party's common law right to use his land as he pleases, such restrictions are not to be extended by implication. *Kitching* v. *Brown,* 180 N. Y. 414; *Duryea* v. *New York,* 62 N. Y. 592. JONES, "REAL PROPERTY AND CONVEYANCING," § 735. Finally, where any doubt remains as to the meaning of the language employed, it will be construed against the restrictive covenant rather than in its favor. *Clark* v. *Jammes,* 87 Hun 215; *Kitching* v. *Brown, supra; Duryea* v. *New York, supra.* In a majority of the cases cited by the dissenting Justice the general words, such as "trade or business," in the particular covenants considered were not limited by any preceding enumeration, and are distinguishable from the principal case for that reason. *Bramwell* v. *Lacy,* 10 Ch. Div. 691; *Doe, Lessee* v. *Keeling,* 1 M.&S. 100; *Rolls* v. *Miller,* 27 Ch. Div. 71; *Semple* v. *Schwartz,* 130 Mo. App. 65; *Rowland* v. *Miller,* 139 N. Y. 93. In cases where the general words did follow an enumeration, the particular facts in each instance were clearly within the restrictions imposed. *Barrow* v. *Richard,* 8 Paige 351; *Haskell* v. *Wright,* 23 N. J. Eq. 389.

CORPORATIONS — DIRECTOR'S MEETINGS — EFFECT OF SURPRISE, TRICK, OR FRAUD IN SECURING A QUORUM.—The by-laws of the company provided that regular meetings of the board of directors should be held at the office of the company on the first Monday of every month at 10 o'clock a. m., but in two years only two of the meetings had been held at the regular time. At the time provided in the by-laws for the regular meeting, two of the five directors went to the office of the president, who was also a director and whose office was also the office of the company, and finding him there on other business held a meeting against his will, and without his participation made and

passed a motion disapproving of a resolution passed at a previous special meeting. *Held*, that a director of a private corporation cannot lawfully be compelled to attend a meeting of the board, and he cannot be trapped into attending against his will; that it was a scheme by the two directors to force a meeting at which they would constitute a majority, because the other two directors were not expecting a meeting; that it was not a lawful meeting of the board of directors. *Trendley* v. *Illinois Traction Co.* (Mo. 1912) 145 S. W. 1.

The general rule is, that when there are no statutory provisions to the contrary, a member of the board of directors is bound to take notice of the time of regular meetings of the board provided for in the by-laws of the company. 3 COOK, CORP., Ed. 6, § 713a; 2 THOMP., CORP., Ed. 2, § 1131; *Gumaer* v. *Cripple Creek, etc. Co.*, 40 Colo. 1, 90 Pac. 81; *Thompson* v. *Williams*, 76 Cal. 153, 9 Am. St. Rep. 187. In the absence of some special provision to the contrary a majority of a board of directors will constitute a quorum, and a majority of such quorum lawfully assembled may transact the business of the corporation. 3 COOK, CORP., § 713 a; *Buell* v. *Buckingham*, 16 Iowa 284, 85 Am. Dec. 516; *Ten Eyck* v. *Pontiac & C. R. Co.*, 74 Mich. 226, 41 N. W. 905, 3 L. R. A. 378, 16 Am. St. Rep. 633; numerous other authorities are cited in 2 THOMP., CORP., Ed. 2, §§ 1150, 1152. Those who are present and help make up the quorum are expected to vote on every question, and their presence is sufficient to make a majority vote of those voting, decisive and binding whether they all vote or not. 2 THOMP., CORP., § 1156; 2 PURDY'S BEACH, CORP., § 698; *Launtz* v. *People*, 113 Ill. 137, 55 Am. Rep. 405; *Buell* v. *Buckingham*, 16 Iowa 284; *State* v. *Green*, 37 Ohio St. 227. In the principal case there were no statutory, charter or other provisions except as stated, therefore in the light of the above principles there seems to be no authority for holding the meeting an unlawful meeting except on the ground of surprise, trick or fraud. The court evidently placed the decision on this ground and while the question has not been ruled upon before under the same or a strictly analagous state of facts, the decision seems to have the support of very good authority. GRANT, CORP., § 204; WILCOX, CORP., §51; *Rex* v. *Gaborian*, 11 East 77; *People* v. *Peck*, 11 Wend. 605; *People* v. *Albany & S. R. Co.*, 55 Barb. 344; *Matter of the Pioneer Paper Co.*, 36 How. 102; 2 PURDY'S BEACH, CORP., § 682. It would be consistent with good reason to hold that it was not necessary for the president to quit his own private business and to leave his office in order to be absent from the meeting, but on this point there seem to have been no rulings.

CORPORATIONS—ELEEMOSYNARY—LIABILITY OF EDUCATIONAL INSTITUTION FOR TORTS.—Infant plaintiff, accompanied by his mother, and at defendant's invitation, visited an archery course on latter's campus. While there he was severely injured by the explosion of a gopher gun set near the course by defendant's janitor, and which was left uncovered, with no notice or other warning of its dangerous character. Action for damages against the president and trustees of the school, the trustee in charge of buildings and grounds, and the janitor. Voluntary non-suit taken as to latter. *Held*, the institution was a